

**WATER UTILITY ACT**  
**WATER TARIFF NO. 4**  
**RATES AND RULES**  
**for**  
**WATER SERVICE**  
**at**  
**GOLDEN, B.C.**  
**(KICKING HORSE MOUNTAIN RESORT)**

**by**

**KICKING HORSE MOUNTAIN RESORT LIMITED PARTNERSHIP**

*c/o*

Resorts of the Canadian Rockies  
1505 – 17<sup>th</sup> Ave. SW Calgary Alberta, T2T 0E2

**Contact Person(s):**

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This Tariff is available for public inspection at:

1500 Kicking Horse Trail  
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Accepted for Filing by the  
Comptroller of Water Rights

Effective: April 1, 2024

Filed: March 5, 2024



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Secretary to the Deputy  
Comptroller

1. Definitions

In this Tariff, including the Schedules hereto, the following definitions shall apply:

- (a) “Authorized Premises” means any Premises which are entitled to, and authorized for, Service in accordance with the CPCN.
- (b) “Bed Unit” means a unit of measurement to reflect the accommodation required for one person to stay overnight, or the commercial or other equivalent thereto, as set out in Schedule “A”.
- (c) “Business Day” means any day other than a Saturday, Sunday, Easter Monday, Boxing Day or a statutory holiday in British Columbia.
- (d) “Comptroller” means the Comptroller of Water Rights under the *Water Act* and includes a deputy comptroller or a person appointed by the Minister as acting comptroller.
- (e) “CPCN” means the Certificate of Public Convenience and Necessity issued to the Utility, as amended from time to time.
- (f) “Customer” means any person who is the owner, lessee or other occupant of an Authorized Premises and a customer of the Utility.
- (g) “Residential Service” means in-house service plus lawn and garden watering to a maximum area of 1/10 of an acre.
- (h) “Premises” means land and any buildings thereon.
- (i) “Rate” includes:
  - (i) a general, individual or joint rate, fee, charge, rental or other compensation of the Utility; and
  - (ii) a schedule or tariff respecting a rate.
- (j) “Rent Charge Agreement” means a rent charge, section 219 (*Land Title Act*) covenant or similar encumbrance registered against title to Authorized Premises to secure the payment of Rates in respect of Service or availability of Service.
- (k) “Secondary Suite” A separate unit with a separate entrance and self contained kitchen on the same parcel as a additional residential unit.
- (l) “Service” means the supply of water provided by the Utility to the Customers.
- (m) “Service Works” means the plant, equipment, pipes, lines, apparatus, appliances, property and facilities employed by or in connection with the Utility in providing

the supply of water to the property line of the Authorized Premises and any water meters in connection with the Service.

- (n) “Utility” means Kicking Horse Mountain Utility Corporation.

## **Terms and Conditions**

### 1. Charges and Rates

#### *Application for Service*

- 1.1 For Authorized Premises, charges for Service are intended to recover the Utility’s costs. The following charges are applicable and will be payable by Customers to the Utility:
- (a) At the time an application is made for Service to Authorized Premises which had not previously been connected for Service, the applicable connection charge shown in Schedule ”B” to this Tariff shall be payable by the applicant.
  - (b) At the time an application for Service is made by a new Customer, an administration charge of \$25.00 shall be payable. This charge is not only applicable for a new connection, but also when a new Customer commences receiving Service to an existing Authorized Premises previously connected for Service.
  - (c) A turn-on fee of \$75.00 shall be applicable when:
    - (i) a turn-on of a valve at an existing curb-stop is made at a date after the Service connection was installed; and
    - (ii) a Customer becomes re-connected after Service has been shut off at the request of the Customer, for non-payment of any Rates, or for violation of any term or condition of this Tariff.
  - (d) There is no charge for Service shut off.

#### *Rates*

- 1.2 The Rates chargeable by the Utility to the Customers are as set out in Schedules ”D” to ”H” hereto.

### 2. Billing and Payment

1. All bills are to be issued by the Utility quarterly and are due and payable by the Customer within 15 days of the date of issue. Flat Rates (and flat Rate portion of metered Rates)

are to be billed in advance of Service. For metered Rates, consumption is to be billed in arrears. If the amount due on any bill has not been paid in full within 30 days from the date of issue, a further bill will be issued to include the overdue amount plus a late payment charge of \$10.00. If a cheque is returned by the Customer's financial institution, an administration fee of \$25.00 will be charged. Any arrears of utility charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Lots in question in the same manner as the Rent Charge charged on the Lands.

3. Service Shut-Off due to Non-Payment

When a Customer's account becomes one month overdue, Service may be shut off upon 15 days' written notice from the Utility to the Customer. A notice delivered to the Customer's Authorized Premises or mailed to the last known postal address of the Customer shall be deemed good and sufficient notice and notice will be deemed to be given on delivery, if delivered, or on the third Business Day after mailing, if mailed. A collection charge of \$50.00 shall be paid each time a representative of the Utility attends a Customer's Premises to disconnect Service following the issuance of a shut off notice unless, on attending, the Customer pays the representative the full amount due.

A shut off Service will not be turned on until all outstanding charges, including the collection charge, have been paid.

4. Discontinuance of Service

- (a) Customers must give at least two Business Days' written notice to the Utility at the office of the Utility when requesting discontinuance of Service and shall be liable for payment for all Service until such Service has been discontinued.
- (b) Any Customer who desires to discontinue the use of water for any of the purposes stated in his application for Service shall give written notice of such intention to the Utility at the office of the Utility and shall provide the Utility with reasonable evidence that any fittings used for the supply of water for such purposes have been disconnected.
- (c) The Utility may discontinue Service to any Customer who contravenes any term or condition contained in this Tariff. In the event of further contravention of this Tariff, the Utility may detach the Service connection from the Customer's Premises and, upon re-application for Service, the Customer shall be liable to pay the Utility's cost of performing the said detachment and re-connection in addition to all other applicable Rates and charges.

5. Access to Premises

The Utility shall have the right of access to the Customer's Premises at all reasonable times for the purposes of making connections, reading meters, inspecting pipes, lines and appurtenances, checking on the use or waste of water or determining compliance with the terms and conditions of this Tariff.

6. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water at suitable pressures but accepts no liability for any interruptions due to circumstances beyond its reasonable control. However, for the interruptions in excess of 48 hours, a proportionate rebate of any flat Rates will be given to Customers.

7. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools, or other purposes when, in the opinion of the Utility, such action is necessary to conserve the water supply or to maintain water pressure. Any Customer who contravenes water use restrictions so imposed will be entitled to only one warning notice per calendar year before a fine for contravention applies. A notice delivered to the Customer's Authorized Premises or mailed to the last known postal address of the Customer shall be deemed good and sufficient notice of a contravention and notice will be deemed to be given on delivery, if delivered, or on the third Business Day after mailing, if mailed. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable and will be payable upon written notice from the Utility.

8. Limits on Water Use

No Customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in the Customer's Authorized Premises for any purpose other than those stated in the Customer's application for Service.

The Utility may, if in its opinion an undue amount of water is used at any time by any Customer being served under a flat Rate, install a water meter and thereafter charge the Customer in accordance with the meter Rates included in this Tariff.

9. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall not be considered to be used by a separate Customer unless they are comprised of separate strata lots or as otherwise specified in a schedule to this Tariff.

10. Work to be done by the Utility

No person other than an authorized agent or employee of the Utility shall make any connections with or alterations to or tamper with any of the Service Works, including any water meter belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior written authorization from the Utility.

11. Minimum Size of Services

The minimum size of pipe or line used to service any one Authorized Premises shall be 3/4" (19mm) nominal diameter or such other size as may be reasonably required by the Utility in any specific case. The type and diameter of any pipe or line used on the Customer's Authorized Premises is to be selected with due consideration of pressure losses from friction.

12. Minimum Earth Cover Over Services

All water Services pipes and lines on the Customer's Premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 2.0 metres below the surface of the ground. or alternatively, adequately insulated and inspected by a registered engineer. Confirmation of the inspection must be provided to the Utility

13. Ownership of Service Works

All Service Works, including all pipes, lines and fittings carrying water from the watermain to the Customer's property line and all water meters, shall be the property of the Utility. Please note the valve stem (or curb stop) is the responsibility of the owner to ensure it is not damaged during landscaping and lawn maintenance. If buried, it is the customers responsibility to know the location

14. Stop Cock

Each Customer shall provide a shut-off valve (stop cock) inside each of the Customer's Authorized Premises in which water is used, for the use of the Customer in case of leaky or defective pipes or fixtures, or in case the Authorized Premises are vacated.

15. Customer's Service Pipes / Inspections

Service connection materials installed on the Customer's Premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals) or such other pressure as may be reasonably required by the Utility in any specific case. No pipe or fitting shall be covered or concealed until it has been inspected and approved by the Utility.

16. Dangerous Cross-Connections

The Customers shall not permit the plumbing on their Premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing. Any back-flow preventers deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the Customer's expense forthwith upon the Utility giving written notice requiring the same.

17. Condition of Customer's Pipes and Fixtures

All Customers, at their own risk and expense, shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time, notify the Customer of any leaky pipes and fixtures discovered by the Utility on the Premises, but the Utility shall not have any express or implied obligation or duty to discover or search for any leaky pipes or fixtures. If the necessary repairs are not made to the satisfaction of the Utility within two Business Days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the Service. The Service shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by sections 2 and 5(c) of this Tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

18. Notice of Service Shut Off

The Utility shall have the right at all times to shut off the water supply temporarily to any Authorized Premises in order to make repairs, replacements, alterations and extensions to the Service Works as shall, in the opinion of the Utility, be deemed necessary. Whenever reasonably possible, the Utility will give reasonable advance notice of shut off, and, in all cases where the Utility expects Service to be interrupted for 24 hours or more, the Utility shall give advance notice to its Customers, except in the case of an emergency.

19. Application for Extension of Service

19.1 For Premises not authorized for Service and which are proposed to become Authorized Premises, all applications for extension of water Service shall be made in writing by the owner or lessee of the Premises to which the application refers, or by the owner's or lessee's duly authorized agent, and submitted to the Utility. All applications for Service shall state:

- (a) the purpose(s) for which the Service is to be used (i.e. domestic, commercial, irrigation, etc.);
- (b) the legal description of the Premises; and

(c) the number and location of the Premises to be served;

and shall contain such other information as is reasonably required by the Utility, unless otherwise agreed by the Utility.

19.2 Charges for extension of Service are intended to recover the Utility's costs. For each application, an initial deposit of \$200 is required to be paid by the Applicant to the Utility unless otherwise agreed by the Utility at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant to the Utility unless otherwise agreed by the Utility and the Utility may require further deposits prior to undertaking certain aspects of the application process.

19.3 Each application for extension of Service requires an amendment to the CPCN to include the new Premises within the Utility's authorized service area. In response to each application, the Utility will detail the terms and conditions of Service including all Rates and charges applicable. Prior to the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule "C" of this Tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller, unless otherwise agreed by the Comptroller.

19.4 Once the amended CPCN is issued, and while the new Authorized Premises are not receiving Service, availability of service charges under Schedule "H" of this Tariff will be applicable.

19.5 Additional applications shall be made for all extensions of Service to additional Premises and for additional purposes.

## 20. Watermain Extensions

### *General Provisions*

20.1 Any new Service Works installed pursuant to an application for extension of Service shall be the sole property of the Utility.

20.2 The size, type, quality of materials and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction firm acceptable to it.

20.3 In arriving at the length of the watermain extension necessary to render Service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.



- 20.4 The Utility will not be required to make extensions where road grades have not been brought to those established by public authority or by the Utility, acting reasonably if road grade requirements are not established by public authority at any time.
- 20.5 Where an extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the waterworks required to comply therewith.

*Method of Allocating Advances and Refunds*

- 20.6 Advances by original applicants: When more than one applicant is involved and an advance is required in payment for a watermain extension, the amount of the advance shall be divided equitably, as determined by the Utility, acting reasonably.
- 20.7 Advances by subsequent Customers: An extension charge equal to a pro-rata share of the original cost of the watermain extension shall be collected by the Utility from each additional Customer who connects to the original watermain extension within five years. The extension charge collected above shall be refunded to the Customers who already have advances deposited with the Utility as a result of connection to the extension on an equitable basis, as determined by the Utility, acting reasonably, so that in the result all subscribers will have paid their equitable share for the extension of the Service.
- 20.8 Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with this provision and no person will be refunded an amount in excess of the amount of the advance. Refunds will be paid to the current registered owners of the Authorized Premises on account of which the advances were received. Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the “Deferred Capacity Trust Fund” account. Thereafter additional Customers will be connected without being required to pay the extension charge.

21. Winter Construction

The Utility reserves the right to refuse to make extensions and install Services to a Customer’s property line under frost conditions that would make the undertaking impractical or in the Utility’s opinion, excessively costly.

22. Amendments to This Tariff

- 22.1 This Tariff may only be amended by the written agreement of both the Utility and the Comptroller or as otherwise set out in this section.
- 22.2 The Rates and charges recorded in this Tariff are the only lawful, enforceable and collectable Rates and charges of the Utility, and shall not be amended without the consent

of the Comptroller. The Comptroller, on the Comptroller's own motion, or on complaint of the Utility or other interested persons that the existing Rates in effect and collected or any Rates charged or attempted to be charged for Service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the *Water Utility Act*, regulations or law, may, after investigation, determine the just, reasonable and sufficient Rates to be observed and in force, and shall, by order, fix the Rates.

- 22.3 The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to Rates and charges, and other terms and conditions of Service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its Customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

23. Disputes

In case of disagreement or dispute regarding the application of any provision of the terms and conditions of this Tariff, or in circumstances where the application of the terms and conditions of this Tariff appears impracticable or unjust to either party, the Utility or other applicant or applicants may refer the matter to the Comptroller for adjudication.

**SCHEDULE "A"****BED UNIT CALCULATIONS**

As of the date of this Tariff, the Bed Units allocations for the Authorized Premises are as follows:

- (a) For the Single Family Chalet Lot developments known as "Purcell Woods" (legally described as Strata Lots 1 to 29, District Lot 17070, Kootenay District, Strata Plan NES 2379), "Cache Estates" (legally described as Strata Lots 1 to 15, District Lot 17070, Kootenay District, Strata Plan NES 2468), "Cache Residences" (legally described as Strata Lots 1 to 19, District Lot 17070 and 17083, Kootenay District, Strata Plan NES 2586), "Dogtooth Properties" (legally described as Strata Lots 1 to 16, Lot 1, District Lot 17101, Kootenay District, Strata Plan NES 2747), and "Cedar Creek Estates (legally described as Strata Lots 1 to 19, Lot 1, District Lot 17128, Kootenay District, Plan NES .....)
  - (i) each Chalet Lot with 1 bedroom will be deemed to be comprised of 2 Bed Units;
  - (ii) each Chalet Lot with 2 bedrooms will be deemed to be comprised of 4 Bed Units;
  - (iii) each Chalet Lot with 3 bedrooms will be deemed to be comprised of 6 Bed Units;
  - (iv) each Chalet Lot with 4 bedrooms will be deemed to be comprised of 8 Bed Units;
  - (v) each Chalet Lot with 5 bedrooms will be deemed to be comprised of 10 Bed Units; and
  - (vi) each Chalet Lot with 6 bedrooms will be deemed to be comprised of 12 Bed Units.
  - (vii) each Chalet Lot is deemed to be comprised of 12 Bed Units unless an inspection conducted by the Utility at the request of the owner confirms otherwise; subject to a minimum of 6 Bed Units.
  - (viii) The Utility reserves the right to increase the Bed Unit counts on large homes or homes with pools to above the 12 Bed Unit count. Homes will be reviewed by the Utility on a case by case basis;
  - (ix) Any secondary suite will be assessed on a case by case basis and will be allocated a BU count based on the number of bedrooms contained within.
- (b) For the Townhouse developments known as "Whispering Pines" (legally described as Strata Lots 1 to 22, District Lot 17066, Kootenay District, Strata Plan NES 2380) and "Selkirk Townhomes Resort" (legally described as Strata Lots 1 to 28, Lot 1, District Lot 17114, Kootenay District, Strata Plan NES 2937).
  - (i) each 2 bedroom Townhouse Unit will be deemed to be comprised of 4 Bed Units;
  - (ii) each 2 bedroom + flex room Townhouse Unit will be deemed to be comprised of 6 Bed Units;
  - (iii) each 3 bedroom Townhouse Unit will be deemed to be comprised of 6 Bed Units, and

- (iv) each 3 bedroom + flex room Townhouse Unit will be deemed to be comprised of 8 Bed Units.
- (c) The "Day Lodge" on Crown land is deemed to be comprised of 144 Bed Units.
- (d) The "Sewage Treatment Plant" on Crown land is deemed to be comprised of 10 Bed Units.
- (e) The "Maintenance shop" on Crown Land is deemed to be comprised of 6 Bed Units.
- (f) For the "Pension" (bed and breakfast) development known as "Cache Lodges" (legally described as Strata Lots 1 to 3, District Lots 17070 and 17083, Kootenay District, Strata Plan NES 2469), each Pension development will be deemed to be comprised of the number of Bed Units calculated as follows:
  - (i) 2 Bed Units for each bedroom, including any bedroom intended for use by the owner or manager of the Pension; plus
  - (ii) 1 Bed Unit for each 2.08 square metres of gross floor area of dining room space in any restaurant within the Pension.
- (g) For the condominium-hotel development known as "Glacier Lodge" (legally described as Block A, District Lot 17064, Kootenay District, Strata Plan NES .....):
  - (i) 2 Bed Units for each of the 12 one bedroom condominium-hotel units;
  - (ii) 4 Bed Units for each of the 2 one bedroom + loft condominium-hotel units;
  - (iii) 4 Bed Units for each of the 23 two bedroom condominium-hotel units;
  - (iv) 4 Bed Units for each of the 3 two bedroom + den condominium-hotel units;
  - (v) 6 Bed Units for each of the 9 two bedroom + loft condominium-hotel units;
  - (vi) 6 Bed Units for the 1 two bedroom + den + loft condominium-hotel unit;
  - (vii) 6 Bed Units for each of the 6 three bedroom condominium-hotel units;
  - (viii) 1 Bed Unit for each 2.08 square metres of gross floor area of catering, restaurant or coffee shop space within the development;
  - (ix) 30 Bed Units for a health spa for condominium-hotel residents; and
  - (x) 8 Bed Units for the retail employees' space within the development.
  - (xi) 3 Bed Units for irrigation demand.
- (h) The "Kicking Horse Mountain Resort Office" on Crown land is deemed to be comprised of 4 Bed Units.

- (i) For the condominium hotel development known as “The Mountaineer” (legally described as Parcel Identifier: 024-839-361, Block B, District Lot 17064, Kootenay District, Strata Plan NES .....):
  - (i) 2 Bed Units for each of the 8 one bedroom condominium-hotel units;
  - (ii) 4 Bed Units for each of the 39 two bedroom condominium-hotel units
  - (iii) 6 Bed Units for each of the 6 two bedroom + loft condominium-hotel units
  - (iv) 30 Bed Units for a health spa for condominium-hotel residents;
- (v) 3 Bed Units for the retail employees' space within the development; and
- (vi) 5 Bed Units for irrigation demand.
- (j) For the condominium-hotel development known as "Palliser Lodge" (legally described as Block B, District Lot 17066, Kootenay District, Strata Plan NES .....):
  - (i) 2 Bed Units for each of the 10 one bedroom condominium-hotel units;
  - (ii) 4 Bed Units for the 1 one bedroom + loft condominium-hotel unit;
  - (iii) 4 Bed Units for each of the 13 one bedroom + lock-off condominium-hotel units;
  - (iv) 4 Bed Units for each of the 14 two bedroom condominium-hotel units;
  - (v) 6 Bed Units for the 1 two bedroom + loft condominium-hotel unit;
  - (vi) 6 Bed Units for the 7 two bedroom + lock-off condominium-hotel units;
  - (vii) 5 Bed Units for irrigation demand.
- (k) For the building Condos known as the Aspens (legally described as Building Strata Units 1 – 60 on DL 17143, Block A and Block B, P.I. No.'s 027-130-037 & 027-130-045, Kootenay District)
  - (i) 2 Bed Units for each 1 bedroom condominium
  - (ii) 4 Bed Units for each 2 bedroom condominium

- (l) For the Strata Development known as the “Cedars” described as 3 Phased Strata Development.
  - (i) Phase 1 -Strata Lots 1 – 8 (3-bedroom dwelling unit per lot, 8 - ½ Duplex with 6 BU each)
  - (ii) Phase 2 -Strata Lots 9 – 14 (3-bedroom dwelling per lot, 6 - ½ Duplex with 6 BU each), Strata Lots 15/16 – single family home with 8 BU.
  - (iii)Phase 3 -Strata Lots 17 – 26 (3-bedroom dwelling unit per lot, 10 - ½ Duplex with 6 BU each)

**SCHEDULE “B”****WATER SERVICE CONNECTION**

The charges shown below apply to connections to a watermain (see section 2(a) of the Tariff).

The connection charge (a) below applies to recover the costs incurred by the Utility, and not otherwise recovered, of installing a service connection from the watermain to a curb stop and, if required, a meter at the property line of the Customer’s Premises or in the building and will be paid by the Customer in any such case. Cost herein includes any administrative overhead incurred.

Where, at a time prior to a Customer’s application for Service, a Service connection has been installed at no cost to the Utility or at a cost otherwise recovered by the Utility, then upon connection of the Service pipe, the charge shown in (b) below shall be paid by the Customer upon application for Service.

(a)	Connection Charge:	At Cost
(b)	Connection of Customer’s Service pipe to an existing curb stop	\$100.00

**SCHEDULE “C”**

**CONTRIBUTION IN AID OF FUTURE CONSTRUCTION**

**[Note: This Schedule is not applicable as at the date of this Water Tariff.]**

Where as a result of new Premises becoming qualified as Authorized Premises a greater number of units require or may require Service from the Utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of Service, in addition to the connection charge and any watermain extension costs, the charge shown below shall be paid.

For each new  
Authorized Premises

To be determined in the future, if required.

Note: Monies collected are to be deposited to the Utility’s Deferred Capacity Trust Fund and may only be released with the written authorization of the Comptroller.



**SCHEDULE "D"****RESIDENTIAL SERVICE FLAT RATES**

Applicability: To Residential Customers receiving Service (Single Family Chalet Lots, Townhouse Units and Condominium Hotel Residences).

Rate: As listed below. Customers will be invoiced on quarterly basis, Current Rate \$72.00/BU per annum

- Effective April 1, 2024 - \$ 76.00/BU Annually, \$19/BU per quarter
- Effective January 1, 2025 - \$ 80.00/BU Annually, \$20/BU per quarter
- Effective January 1, 2026 - \$ 84.00/BU Annually, \$21/BU per quarter
- Effective January 1, 2027 - \$ 88.00/BU Annually, \$22/BU per quarter
- Effective January 1, 2028 - \$ 92.00/BU Annually, \$23/BU per quarter

Notes :

1. From the rates collected above, the following amounts will be deposited into a Replacement Reserve Trust Fund (RRTF):
  - Effective April 1, 2024 - \$19.00 /BU to the RRTF, \$4.75/BU per quarter (25% of rate)
  - Effective January 1, 2025 - \$23.00 /BU to the RRTF, \$5.75/BU per quarter (28.8% of rate)
  - Effective January 1, 2026 - \$27.00 /BU to the RRTF, \$6.75/BU per quarter (32.1% of rate)
  - Effective January 1, 2027 - \$31.00/BU to the RRTF, \$7.75/BU per quarter (35.2% of rate)
  - Effective January 1, 2028 - \$35.00/BU to the RRTF, \$8.75/BU per quarter (38.0% of rate)

These funds may only be released with the written authorization of the Comptroller of Water Rights.

2. See Schedule "A" for calculation of Bed Units.
3. Additional units within the same building will assessed accordingly based on the number of bed units contained within those additional units.

**SCHEDULE "E"****COMMERCIAL FLAT RATES**

Applicability: To all commercial Customers receiving Service (Day Lodge, Sewage Treatment Plant and Cache Lodges).

Rate: As listed below. Customers will be invoiced on quarterly basis, Current Rate \$72.00/BU per annum

- Effective April 1, 2024 - \$ 76.00/BU Annually, \$19/BU per quarter
- Effective January 1, 2025 - \$ 80.00/BU Annually, \$20/BU per quarter
- Effective January 1, 2026 - \$ 84.00/BU Annually, \$21/BU per quarter
- Effective January 1, 2027 - \$ 88.00/BU Annually, \$22/BU per quarter
- Effective January 1, 2028 - \$ 92.00/BU Annually, \$23/BU per quarter

Notes :

1. From the rates collected above, the following amounts will be deposited into a Replacement Reserve Trust Fund (RRTF):
  - a. Effective April 1, 2024 - \$19.00 /BU to the RRTF, \$4.75/BU per quarter (25% of rate)
  - b. Effective January 1, 2025 - \$23.00 /BU to the RRTF, \$5.75/BU per quarter (28.8% of rate)
  - c. Effective January 1, 2026 - \$27.00 /BU to the RRTF, \$6.75/BU per quarter (32.1% of rate)
  - d. Effective January 1, 2027 - \$31.00/BU to the RRTF, \$7.75/BU per quarter (35.2% of rate)
  - e. Effective January 1, 2028 - \$35.00/BU to the RRTF, \$8.75/BU per quarter (38.0% of rate)

These funds may only be released with the written authorization of the Comptroller of Water Rights.

2. See Schedule "A" for calculation of Bed Units.

**SCHEDULE “F”**

**METER RATES: DOMESTIC, AGRICULTURAL, HOBBY FARMING, IRRIGATION,  
INDUSTRIAL AND COMMERCIAL ESTABLISHMENTS**

**[Note: This Schedule is not applicable as at the date of this Water Tariff.]**

Applicability: To all Customers with metered Services.

Rates:	Meter Size	Rate (monthly/quarterly, etc.)
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

**SCHEDULE “G”**

**FIRE HYDRANT & STANDPIPE RATES PER FIRE PROTECTION AGREEMENT**

**[Note: This Schedule is not applicable as at the date of this Water Tariff.]**

Applicability: Within that portion of the Utility’s Authorized Service Area in the \_\_\_\_\_ fire protection district or other recognized local fire protection authority.

Rates: Hydrants \$ \_\_\_\_\_  
(annually)

Standpipes/Blow-Offs \$ \_\_\_\_\_  
(annually)

**SCHEDULE “H”****AVAILABILITY OF SERVICE CHARGES AS PER RENT CHARGE AGREEMENT(S)**

**Applicability:** To owners of the legal subdivision with Rent Charge Agreements eligible to be registered on title. The Rent Charge becomes effective, due and payable on the first day of the month following CPCN issuance and acceptance of certified as-built drawings (i.e., when lot or lots are eligible for subdivision registration).

**Availability:** All owners of the lots to which this Rent Charge is applicable shall pay the rate during the period they are not users of water service.

**Rate:** 70% of the published rate calculated annually and billed quarterly.

2. All properties will be billed according to the BU listed in Schedule D & E. Customers will be billed based on the maximum allowable bed units allowed on the property. An application for BU reduction can be made after construction is completed.
3. From the rates collected, 70% of the RRTF contribution in Schedule C (Note 2) will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.
4. Once a customer has received approval to connect to the Utility’s waterworks, has passed inspection and has been accepted by the Utility as a customer, this Rent Charge will no longer apply to the portion of the property connected to the Utility’s waterworks while service is being received. A pro-rated refund of the Rent Charge will be credited to the customer’s account, if applicable. If service is temporarily shut-off, the customer shall pay the Rent Charge payable on a pro-rated basis while not receiving water service, plus any applicable fees.
5. For the purposes of this Schedule, townhouses and side- by-side duplexes are equivalent to one (1) single family residential premises each.
6. Any arrears of Rent Charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the Rent Charge charged on the Lands.